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13 Bellator Sport Worldwide, LLC
14 *Appearing pursuant to FRCP 45(f)*

15
16 **UNITED STATES DISTRICT COURT**
17
18 **DISTRICT OF NEVADA**

19 CUNG LE, NATHAN QUARRY,
20 and JON FITCH, on behalf of
21 themselves and all others similarly
22 situated,

23 Plaintiffs,

24 v.

25 ZUFFA, LLC, d/b/a ULTIMATE
26 FIGHTING CHAMPIONSHIP And
27 UFC,

28 Defendants.

Member Case
No. 2:17-cv-00849-RFB-PAL

Lead Case
No. 2:15-cv-01045-RFB-PAL

**[PROPOSED] ORDER
MODIFYING SUBPOENAS TO
NON-PARTY BELLATOR SPORT
WORLDWIDE, LLC**

The Motion of Non-Party Bellator Sport Worldwide, LLC (“Bellator”) to Quash or Modify Subpoenas in the above captioned action [Docket No. 1] and the Plaintiffs’ Motion to Compel Documents Responsive To Plaintiffs’ Subpoena [Docket No. 26] came on for hearing on June 1, 2017 before this Court, the Honorable Peggy A. Leen, presiding. After full consideration of the matter, and good cause appearing therefor, this Court issues the orders set forth below:

1. Bellator's Motion to Quash Subpoenas is DENIED.
2. Bellator's Motion to Modify Subpoenas is GRANTED as set forth herein.
3. Plaintiffs' Motion to Compel Documents is DENIED.
4. FIGHTER CONTRACTS

Demand No. 1 of Defendant Zuffa's Subpoena to Bellator and Demand Number 4 of the Plaintiffs' Subpoena to Bellator, each of which generally seeks Bellator's contracts with its fighters, are hereby limited and modified as follows:

A. Bellator will produce five (5) anonymized, exemplary fighter contracts for each of the following five categories of male MMA athletes:

(1) Premier Fighters. This category includes the top 30% of Bellator fighters by earnings.

(2) Mid-Level Fighters. This category includes successful and established fighters who are not presently in the top 30% of Bellator fighters by earnings.

(3) Developmental Fighters. This category includes junior fighters who are not yet well-established in the national and international arena, and who are building their fight record to become more established fighters.

(4) Local Market Fighters. This category includes fighters who typically comprise the undercard fights in a particular local

1 market and who often represent a local gym in the geographic
 2 market. Typically these fighters have not yet found wider
 3 recognition but have a local fan-base.

4 (5) Bellator Legacy Fighters. This category includes Bellator
 5 fighters who signed with the promotion during its earlier
 6 tournament format (i.e., prior to 2015).

7 B. Bellator will produce one (1) anonymized, exemplary contract for
 8 each of the following five categories of female MMA athletes:¹

- 9 (1) Premier Fighters.
- 10 (2) Mid-Level Fighters.
- 11 (3) Developmental Fighters.
- 12 (4) Local Market Fighters.
- 13 (5) Bellator Legacy Fighters.

14 C. Bellator shall produce, on an anonymized basis, any amendments,
 15 modifications, side letters, or extensions that may exist with respect
 16 to any contract that is produced pursuant to this section.

17 D. Anonymized contracts shall mean that the fighter's names and other
 18 information that would reasonably reveal the identity of the fighter
 19 shall be redacted. Bellator shall use an identifier on the contracts
 20 and any amendments, modifications, side letters, or extensions to
 21 the underlying contract.

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 26 ¹ Bellator states that there are approximately 160 fighters currently on the
 27 Bellator roster, of whom less than twenty percent are female fighters, such that
 28 Bellator cannot produce more than one contract within each female fighter category
 without compromising the anonymity of the female fighters. Altogether, Bellator
 shall produce 30 fighter contracts (25 for male fighters; 5 for female fighters).

E. The anonymized contracts shall include the fighter's gender, weight class, number of fights during term of agreement, and any compensation to be paid.

4. BELLATOR INCOME AND EXPENSE INFORMATION

Demand Nos. 7 and 12 of Defendant Zuffa's Subpoena to Bellator and Demand No. 12 of Plaintiffs' Subpoena to Bellator, each of which generally seeks Bellator's income and expense information, are limited and modified as follows:

Bellator shall produce unaudited quarterly profit and loss statements through the quarter ending March 31, 2017 that include the following information:²

REVENUE

Advertising/Sponsorship Revenue
Affiliate/Pay Per View Revenue
Ancillary Revenue
 TV Syndication
 Consumer Products
 Recreation & Events
 Other
Total Revenue

EXPENSES

- Operating Expenses
 - Production & Programming Expenses
 - Fighter Compensation
 - Above the Line Production Staff
 - Below the Line Production Staff
 - Staging, Lighting & Set
 - Tech Crews & Equipment
 - Post Production
 - Venue Costs
 - Travel & Transportation
 - Other Operating Expenses

² Bellator states that for periods prior to December 31, 2011, it may not be able to produce P&L data in precisely the categories described herein, because its operations changed when Viacom acquired Bellator in October 2011.

1 Selling, General, and Administrative (“SG&A”) Expenses
 2 Employee Compensation: SG&A
 3 Advertising & Promotion Expenses
 4 Other SG&A
 5 Depreciation & Amortization
 6 Total Expenses

OPERATING INCOME

NET INCOME

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 8 5. Bellator may designate information provided in response to the
 9 modified Subpoenas as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 10 ATTORNEYS’ EYES ONLY” pursuant to the Revised Stipulation and Protective
 11 Order Protective Order in effect in the Lead Case (2:15-cv-01045-RFB-(PAL))
 12 (“Protective Order”), and the Parties and their experts and consultants shall be
 13 bound by the protections of the Protective Order. Any expert report or analysis that
 14 will be shared beyond outside litigation counsel for the parties and that makes
 15 reference, describes or discloses the substance of materials that Bellator has
 16 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be
 17 likewise designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 18 in such portion that includes a reference, description or disclosure of Bellator’s
 19 designated materials. The Parties are hereby ordered to make best efforts to protect
 20 information designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 21 ATTORNEYS’ EYES ONLY” from public disclosure at the trial of these actions,
 22 including by stipulating and seeking the approval of the District Court to maintain,
 23 the confidentiality of information designated by Bellator as “CONFIDENTIAL” or
 24 “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY,” providing advance
 25 notice to Bellator of any intended use of such materials at trial, and best efforts by
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1 the party seeking to introduce designated materials to limit access of the parties and
2 the public to such materials.

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5 IT IS SO ORDERED:
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11 HONORABLE PEGGY A. LEEN, UNITED
12 STATES MAGISTRATE JUDGE
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DATED: